

Amendment 105

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 105 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 14th day of December, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to support King County Metro's (KCM) Rapid Ride A-Line and Z-Line implementation excluding equipment commissioning costs. This work is performed per CR-002398 *New KCM Bus Commissioning*, CR-002518 *KCM Z-Line SAFTP Commissioning*, CR-002519 *KCM Rapid Ride SAFTP Commissioning* and RFI RFCS-611 *Proposal for Z-Line Commissioning of all KCM Rapid Ride SAFTP's*.

- C. The Parties agree that the Work necessary to support Rapid Ride A-Line and Z-Line implementation will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to:

- a) Provide project management, project scheduling and installation management in support of Rapid Ride SAFTP, PFTP, and bus implementation including weekly conference calls to review schedule, activity status and risk mitigation.
- b) Develop installation checklist and procedures for remote verification of SAFTP installations on the Rapid Ride A-Line
- c) Perform remote verification of 23 Rapid Ride A-Line SAFTP installations

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 105


To perform the work necessary to support implementation of KCM's Rapid Ride A-Line and Z-Line not including equipment commissioning costs.	
TOTAL	\$24,225

Section 3.0 Other Terms and Conditions

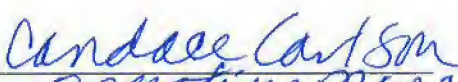
All other provisions of the Contract not referenced in this Amendment One Hundred and Five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: 
Its: VICE PRESIDENT
Date: 10th Dec, 2010

The Agencies

By: 
Their: Operations Manager
On behalf of the Agencies
Date: Dec 14, 2010

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

Elaine Aulgur

Date

In the presence of:

Witness Signature

Date

Witness name: _____